

AWARD NOTICE

February 15, 2010

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS10581**CONTRACT REVIEW**
CONTRACT NAME: CONTRACT REVIEW AND COST CONTAINMENT

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD:

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Each contractor's contract shall be valid from February 15, 2010 through December 31, 2010.

2. VENDOR:

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Cost Reduction Analysts
14001 Marian Drive
Rockville, MD 20850
Phone: 301-738-9901
Fax: 301-738-9902
slender@crasaves.com

ADDITIONAL TERMS AND CONDITIONS

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3. REQUIREMENTS:

The goal of this project is to ensure that the State of Delaware's vendors are properly managing their contracts and accounts, and that the negotiated prices are the actual prices charged. Additionally, the State intends to recover refunds from their vendors, if billing errors have occurred. During FY09, the State spent:

\$3,214,733.66 with the awarded vendor(s) for office supplies

\$1,281,650.84 with the awarded vendor(s) for electrical supplies

\$1,838,318.09 with the awarded vendor(s) for laboratory supplies.

The State of Delaware is looking for a vendor to obtain refunds on overpayments, incorrect billing, and unapplied credits due for office, electrical and laboratory supply expenditures made by the State of Delaware for the period from supply contract award to June 30, 2009, or a negotiated period for review, not to exceed 5 years. It is understood that the services rendered will be on a **contingent fee** basis.

Any information provided by or obtained from agencies of the State of Delaware shall be used solely for the purposes herein contained and the awarded vendor(s) shall not disclose such information to any other party, without the written permission of the Director, Government Support Services.

The awarded vendor(s) shall:

1. Conduct a detailed review of vendor invoices, both electronic and hardcopy. Invoices will be from a credit card database and direct billing.

2. Identify and document any refunds or credits due for the State from the:

a. Office supply vendor no later than June 30, 2010.

b. Laboratory supply vendor no later than September 30, 2010.

c. Electrical supply vendor no later than December 31, 2010.

3. Actively pursue a refund or credit of overcharges found from vendors for the State.

4. Participate in discussions with supply vendor(s) of findings, periodically.

The following contracts are subject to this review:

LABORATORY SUPPLIES AND EQUIPMENT, CONTRACT NO. 07-026-SD

OFFICE SUPPLIES, PRINTING SUPPLIES AND MULTIPURPOSE OFFICE PAPER, CONTRACT NO. 07-489-MM

ELECTRICAL SUPPLY, LAMPS AND BALLASTS, CONTRACT NO. GSS491 – Electrical

Other contracts may be added, as opportunities present themselves.

4. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

5. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

6. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

7. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.